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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE DISTRICT OF ARIZONA

10 United States of America,
11 Plaintiff,

12 vs.

13 Justin Eric Lindsay,
14 Defendant.
15

CR-24-00147-PHX-DGC

PLEA AGREEMENT

16 Plaintiff, United States of America, and the defendant, JUSTIN ERIC LINDSAY,
17 hereby agree to resolve this matter on the following terms and conditions:

18 **1. PLEA**

19 The defendant will plead guilty to Counts 1 and 6 of the Indictment charging the
20 defendant with two violations of 18 United States Code (U.S.C.) § 2113(a), Bank Robbery,
21 a Class C felony offense.

22 **2. MAXIMUM PENALTIES**

23 a. A violation of each count of 18 U.S.C. § 2113(a) is punishable by a maximum
24 fine of \$250,000, a maximum term of imprisonment of 20 years, or both, and a maximum
25 term of supervised release of 3 years. A maximum term of probation is five years,
26 including a minimum term of one year if probation is imposed.

27 b. According to the Sentencing Guidelines issued pursuant to the Sentencing
28 Reform Act of 1984, the Court shall order the defendant to:

1 (1) make restitution to any victim of the offense pursuant to 18 U.S.C.
2 § 3663 and/or 3663A, unless the Court determines that restitution would not be
3 appropriate;

4 (2) pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a
5 fine is not appropriate;

6 (3) serve a term of supervised release when required by statute or when a
7 sentence of imprisonment of more than one year is imposed (with the understanding that
8 the Court may impose a term of supervised release in all other cases); and

9 (4) pay upon conviction a \$100 special assessment for each count to
10 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

11 c. The Court is required to consider the Sentencing Guidelines in determining
12 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court
13 is free to exercise its discretion to impose any reasonable sentence up to the maximum set
14 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that
15 the Court accepts.

16 **3. AGREEMENTS REGARDING SENTENCING**

17 a. Stipulation: Sentencing Cap. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the
18 United States and the defendant stipulate that the defendant's sentence shall not exceed the
19 high-end of the sentencing range as calculated under U.S.S.G. § 1B1.1(a), but in no event
20 to exceed 60 months incarceration. This stipulated sentencing cap will not change based
21 on departures considered under U.S.S.G. § 1B1.1(b). Nothing in this agreement shall
22 preclude defendant from moving for a downward departure, variance, or sentence below
23 the cap, or the court from imposing a sentence below the cap.

24 b. Recommendation: Acceptance of Responsibility. Pursuant to Fed. R. Crim.
25 P. 11(c)(1)(B), if the defendant makes full and complete disclosure to the U.S. Probation
26 Office of the circumstances surrounding the defendant's commission of the offense, and if
27 the defendant demonstrates an acceptance of responsibility for this offense up to and
28 including the time of sentencing, the United States will recommend a two-level reduction

1 in the applicable Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(a). If
2 the defendant has an offense level of 16 or more, the United States will move the Court for
3 an additional one-level reduction in the applicable Sentencing Guidelines offense level
4 pursuant to U.S.S.G. § 3E1.1(b).

5 c. Non-Binding Recommendations. The defendant understands that
6 recommendations are not binding on the Court. The defendant further understands that the
7 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a
8 recommendation.

9 d. Restitution for Charged Counts. Pursuant to 18 U.S.C. § 3663 and/or 3663A,
10 the defendant specifically agrees to pay full restitution, regardless of the resulting loss
11 amount but in no event more than \$200,000 to all victims directly or proximately harmed
12 by the defendant's "relevant conduct," including conduct pertaining to any dismissed
13 counts or uncharged conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such
14 conduct constitutes an "offense" under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant
15 understands that such restitution will be included in the Court's Order of Judgment and that
16 an unanticipated restitution amount will not serve as grounds to withdraw the defendant's
17 guilty plea or to withdraw from this plea agreement.

18 e. Assets and Financial Responsibility. The defendant shall make a full
19 accounting of all assets in which the defendant has any legal or equitable interest. The
20 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or
21 transfer any such assets or property before sentencing, without the prior approval of the
22 United States (provided, however, that no prior approval will be required for routine, day-
23 to-day expenditures). The defendant also expressly authorizes the United States Attorney's
24 Office to immediately obtain a credit report as to the defendant in order to evaluate the
25 defendant's ability to satisfy any financial obligation imposed by the Court. The defendant
26 also shall make full disclosure of all current and projected assets to the U.S. Probation
27 Office immediately and prior to the termination of the defendant's supervised release or
28 probation, such disclosures to be shared with the U.S. Attorney's Office, including the

1 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the
2 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing
3 under this agreement and the law.

4 **4. AGREEMENT TO DISMISS OR NOT TO PROSECUTE**

5 a. Pursuant to Fed. R. Crim. P. 11(c)(1)(A), the United States, at the time of
6 sentencing, shall dismiss the following charges: Counts 2-5 of the Indictment.

7 b. This agreement does not, in any manner, restrict the actions of the United
8 States in any other district or bind any other United States Attorney's Office.

9 **5. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

10 a. If the Court, after reviewing this plea agreement, concludes that any
11 provision contained herein is inappropriate, it may reject the plea agreement and give the
12 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.
13 11(c)(5).

14 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,
15 vacated, or reversed at any time, this agreement shall be null and void, the United States
16 shall be free to prosecute the defendant for all crimes of which it then has knowledge and
17 any charges that have been dismissed because of this plea agreement shall automatically
18 be reinstated. In such event, the defendant waives any and all objections, motions, and
19 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional
20 restrictions in bringing later charges or proceedings. The defendant understands that any
21 statements made at the time of the defendant's change of plea or sentencing may be used
22 against the defendant in any subsequent hearing, trial, or proceeding subject to the
23 limitations of Fed. R. Evid. 410.

24 **6. WAIVER OF DEFENSES AND APPEAL RIGHTS**

25 The defendant waives (1) any and all motions, defenses, probable cause
26 determinations, and objections that the defendant could assert to the indictment or
27 information; and (2) any right to file an appeal, any collateral attack, and any other writ or
28 motion that challenges the conviction, an order of restitution or forfeiture, the entry of

judgment against the defendant, or any aspect of the defendant's sentence, including the manner in which the sentence is determined, including but not limited to any appeals under 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255 (habeas petitions), and any right to file a motion for modification of sentence, including under 18 U.S.C. § 3582(c) (except for the right to file a compassionate release motion under 18 U.S.C. § 3582(c)(1)(A) and to appeal the denial of such a motion). This waiver shall result in the dismissal of any appeal, collateral attack, or other motion the defendant might file challenging the conviction, order of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of "prosecutorial misconduct" (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

7. DISCLOSURE OF INFORMATION

a. The United States retains the unrestricted right to provide information and make any and all statements it deems appropriate to the U.S. Probation Office and to the Court in connection with the case.

b. Any information, statements, documents, and evidence that the defendant provides to the United States pursuant to this agreement may be used against the defendant at any time.

c. The defendant shall cooperate fully with the U.S. Probation Office. Such cooperation shall include providing complete and truthful responses to questions posed by the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

8. FORFEITURE – CRIMINAL, CIVIL, AND ADMINISTRATIVE PROCEEDINGS

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding

1 with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all
 2 monetary penalties, including restitution imposed by the Court, shall be due immediately
 3 upon judgment, shall be subject to immediate enforcement by the United States, and shall
 4 be submitted to the Treasury Offset Program so that any federal payment or transfer of
 5 returned property the defendant receives may be offset and applied to federal debts (which
 6 offset will not affect the periodic payment schedule). If the Court imposes a schedule of
 7 payments, the schedule of payments shall be merely a schedule of minimum payments and
 8 shall not be a limitation on the methods available to the United States to enforce the
 9 judgment.

10 **9. ELEMENTS**

11 **Bank Robbery**

12 **Count 1**

13 On or about August 12, 2023, in the District of Arizona:

- 14 1. The defendant took money belonging to or in the care, custody, control,
 15 management or possession of Chase Bank;
- 16 2. The defendant used force and violence, or intimidation in doing so; and
- 17 3. The deposits of Chase Bank were then insured by the Federal Deposit Insurance
 18 Corporation.

19 **Bank Robbery**

20 **Count 6**

21 On or about January 6, 2024, in the District of Arizona:

- 22 1. The defendant took money belonging to or in the care, custody, control,
 23 management or possession of U.S. Bank;
- 24 2. The defendant used force and violence, or intimidation in doing so; and
- 25 3. The deposits of U.S. Bank were then insured by the Federal Deposit Insurance
 26 Corporation.

1 **10. FACTUAL BASIS**

2 a. The defendant admits that the following facts are true and that if this matter
3 were to proceed to trial the United States could prove the following facts beyond a
4 reasonable doubt:

5 On or about August 12, 2023, I, JUSTIN ERIC LINDSAY, entered the Chase
6 Bank located at 1821 East Guadalupe Road, Tempe, Arizona **(Count 1)**. I
7 approached the teller window and handed the teller a clipboard with a note stating
8 that the victim-teller had 15 seconds to hand over \$5,000, that I was armed, and that
9 the teller should not include any trackers or marked bills. The victim-teller
10 proceeded to hand me approximately \$5,000 in an envelope, which I took before
11 departing the bank. The Chase Bank was insured by the Federal Deposit Insurance
12 Corporation.

13 On or about January 6, 2024, I entered the U.S. Bank located at 1 North
14 Macdonald, Mesa, Arizona **(Count 6)**. I approached the victim-teller and handed
15 over a note that stated, "have a Gun \$5000 across the counter no dye packs/no silent
16 alarm 15 seconds." The victim-teller proceeded to give me approximately \$5,000
17 and then I exited the bank. The U.S. Bank was insured by the Federal Deposit
18 Insurance Corporation.

19 b. The defendant shall swear under oath to the accuracy of this statement and,
20 if the defendant should be called upon to testify about this matter in the future, any
21 intentional material inconsistencies in the defendant's testimony may subject the defendant
22 to additional penalties for perjury or false swearing, which may be enforced by the United
23 States under this agreement.

24 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

25 I have read the entire plea agreement with the assistance of my attorney. I
26 understand each of its provisions and I voluntarily agree to it.

27 I have discussed the case and my constitutional and other rights with my attorney. I
28 understand that by entering my plea of guilty I shall waive my rights to plead not guilty, to

1 trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to present
2 evidence in my defense, to remain silent and refuse to be a witness against myself by
3 asserting my privilege against self-incrimination, all with the assistance of counsel, and to
4 be presumed innocent until proven guilty beyond a reasonable doubt.

5 I agree to enter my guilty plea as indicated above on the terms and conditions set
6 forth in this agreement.

7 I have been advised by my attorney of the nature of the charges to which I am
8 entering my guilty plea. I have further been advised by my attorney of the nature and range
9 of the possible sentence and that my ultimate sentence shall be determined by the Court
10 after consideration of the advisory Sentencing Guidelines.

11 My guilty plea is not the result of force, threats, assurances, or promises, other than
12 the promises contained in this agreement. I voluntarily agree to the provisions of this
13 agreement and I agree to be bound according to its provisions.

14 I understand that if I am granted probation or placed on supervised release by the
15 Court, the terms and conditions of such probation/supervised release are subject to
16 modification at any time. I further understand that if I violate any of the conditions of my
17 probation/supervised release, my probation/supervised release may be revoked and upon
18 such revocation, notwithstanding any other provision of this agreement, I may be required
19 to serve a term of imprisonment or my sentence otherwise may be altered.

20 This written plea agreement, and any written addenda filed as attachments to this
21 plea agreement, contain all the terms and conditions of the plea. Any additional
22 agreements, if any such agreements exist, shall be recorded in a separate document and
23 may be filed with the Court under seal; accordingly, additional agreements, if any, may not
24 be in the public record.

25 I further agree that promises, including any predictions as to the Sentencing
26 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone
27 (including my attorney) that are not contained within this written plea agreement, are null
28 and void and have no force and effect.

1 I am satisfied that my defense attorney has represented me in a competent manner.

2 I fully understand the terms and conditions of this plea agreement. I am not now
3 using or under the influence of any drug, medication, liquor, or other intoxicant or
4 depressant that would impair my ability to fully understand the terms and conditions of this
5 plea agreement.


6
7
8 5/22/2024
9 Date


10 JUSTIN ERIC LINDSAY
11 Defendant

12 **APPROVAL OF DEFENSE COUNSEL**

13 I have discussed this case and the plea agreement with my client in detail and have
14 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the
15 constitutional and other rights of an accused, the factual basis for and the nature of the
16 offense to which the guilty plea will be entered, possible defenses, and the consequences
17 of the guilty plea including the maximum statutory sentence possible. I have further
18 discussed the concept of the advisory Sentencing Guidelines with the defendant. No
19 assurances, promises, or representations have been given to me or to the defendant by the
20 United States or any of its representatives that are not contained in this written agreement.
21 I concur in the entry of the plea as indicated above and that the terms and conditions set
22 forth in this agreement are in the best interests of my client. I agree to make a bona fide
23 effort to ensure that the guilty plea is entered in accordance with all the requirements of
24 Fed. R. Crim. P. 11.

25 6/13/24
26 Date


27 JEFFREY WILLIAMS
28 Attorney for Defendant

APPROVAL OF THE UNITED STATES

I have reviewed this matter and the plea agreement. I agree on behalf of the United States that the terms and conditions set forth herein are appropriate and are in the best interests of justice.

GARY M. RESTAINO
United States Attorney
District of Arizona



Digitally signed by JACQUELINE
SCHESNOL
Date: 2024.05.10 09:52:24 -07'00'

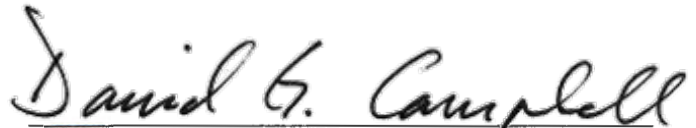
Date

JACQUELINE SCHESNOL
Assistant U.S. Attorney

ACCEPTANCE BY THE COURT

10/23/2024

Date



HONORABLE DAVID G. CAMPBELL
United States District Judge